DOCUMENT RESUME

ED 338 309 JC 910 532

TITLE Agreement between Lassen Community College District and Lassen College Federation of Teachers, July 1, 1988-June 30, 1991.

INSTITUTION Lassen Community Coll. District, Susanville, CA.

PUB DATE 88

NOTE 57p.; Part of a collection of collective bargaining agreements compiled by the National Education Association.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC03 Plus Postage.

DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Leaves of Absence; Negotiation Agreements; *Personnel Policy; Teacher Retirement; *Teacher Salaries; Two Year Colleges; Unions

IDENTIFIERS *AFT Contracts; American Federation of Teachers; California Teachers Association; Lassen Community College District CA

ABSTRACT

The collective bargaining agreement between the Lassen Community College District Board of Trustees and the Lassen College Federation of Teachers/California Teachers Association/American Federation of Teachers is presented. This contract, covering the period from July 1988 through June 1991, deals with the following topics: bargaining agent recognition; bargaining agent rights; payroll deductions for union dues; district rights; personnel files; faculty evaluation; work load; leaves of absence; salary; health and welfare benefits; layoffs; grievance procedures; maintenance of operations; past practices; separability; completion of negotiations; resignations; pre-retirement reduced work load; academic calendar; safety conditions of employment; academic freedom; general provisions; non-discrimination; and contract duration and reopeners. A work load determination table and salary schedules are attached. (PAA)

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ED388309

AGREEMENT BETWEEN

LASSEN COMMUNITY COLLEGE DISTRICT

AND

LASSEN COLLEGE FEDERATION OF TEACHERS

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JULY 1, 1988 - JUNE 30, 1991

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ARTICLE I

RECOGNITION

1.1 The Governing Board of the Lassen Community College District hereby recognizes the Lassen College Federation of Teachers, CFT/AFT ("LCFT"), as the exclusive representative, within the meaning of Government Code Section 3540.1 (e), of employees in the following unit:

Includes: All full-time certificated faculty, including, but not limited to, instructors, counselors, and counselor/ coordinator for disabled students.

Excludes: All part-time certificated faculty; summer school faculty; and all management, supervisory and confidential employees.

1.2 The Board agrees not to meet and negotiate with any organization other than LCFT concerning matters with respect to which LCFT is the exclusive representative and agrees not to negotiate individually with any member of the bargaining unit on such matters during the term of this Agreement.

1.3 LCFT recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives. LCFT further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, where the Board has authorized a representative to act in its behalf, nor with any individual Board member, administrator, or other person not designated by the Board as its representative.

1.4 LCFT agrees that neither it nor any of its members or agents will attempt to represent, in any negotiations or grievances, the interests of anyone other than members of the unit described in Paragraph 1.1 of this Article.

ARTICLE II

RIGHTS OF LCFT

2.1 Each member of the LCFT shall be entitled to payroll deduction for membership dues to the LCFT. Additional deductions shall be remitted by the District in accordance with law or mutual agreement of the parties.

2.2 The LCFT shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, and the right to use institutional facilities and equipment, where there are no conflicts with other institutional priorities. Any use which results in a direct additional cost to the District will be reimbursed by LCFT.

2.3 The LCFT shall be entitled to a representative at all Board of Trustee meetings and shall be allowed to speak on any item on any agenda in accordance with existing District rules. LCFT shall receive District agendas and minutes at the same time as such are made available to the Board.

2.4 The District shall provide a rational for the rejection or partial rejection of any LCFT proposal.

2.5 Upon written request of LCFT, the District shall provide any public information concerning items affecting the bargaining unit, including but not limited to: Financial reports and audits; rosters of all personnel; tentative budgetary requirements; allocation of state and federal funds; student enrollment date; names, telephone numbers and addresses of employees assigned to the certificated unit; and such other information as well as assist the LCFT in developing accurate, informed, and constructive programs on behalf of the faculty and students, together with information which may be necessary for the LCFT to process any grievance or complaint.

2.6 Designated representatives of the District and the LCFT shall meet on a mutually agreed upon date, place, and time for the purposes of reviewing the administration of the agreement in force and resolving any problems that may arise. Each party may submit an agenda for discussion.

2.7 Each month the District shall remit the dues deducted for LCFT membership along with an alphabetical list of unit members for whom such deductions have been made to the Lassen College Federation of Teachers.

2.8 LCFT shall provide the Superintendent/President the names of the recognized LCFT representatives who are authorized to discuss organizational matters with unit members. Each notification shall include a statement agreeing to comply with the terms of this Agreement.

2.8.1 LCFT representatives shall have access to unit members for LCFT business during times other than unit members' hours of service. In no event shall an LCFT representative or unit member interrupt or interfere in any way with regular unit work.

2.9 After the execution of this Agreement, the District will prepare a final draft of the Agreement and make it available to the exclusive representative, which shall duplicate the Agreement and provide a copy to each unit member.

ARTICLE III

PAYROLL DEDUCTIONS FOR LCFT DUES

3.1 A unit member who is a member of LCFT, or who has applied for membership, may sign and deliver to the District, on forms provided by the District, an authorization for payroll deduction of LCFT dues. Such authorization shall continue in effect from year to year unless revoked in writing.

3.1.1 Pursuant to such authorization, the District shall deduct one-tenth of the annual dues from the employee's regular salary each month for ten (10) months, from September through June. Deductions for unit members who sign such authorization after the commencement of the academic year shall be one-tenth of the annual LCFT dues, for each month remaining in the academic year.

3.1.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days or more after such submission.

3.2 With respect to all sums for membership dues deducted by the District pursuant to unit member authorization, the District agrees to remit such monies to the LCFT's designee as soon as possible after each pay period, accompanied by an alphabetical list of the names of unit members for whom dues deductions have been made.

3.3 LCFT agrees to furnish any information needed by the District to fulfill the provisions of this Article.

ARTICLE IV

DISTRICT RIGHTS

4.1 The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following and the effects thereof:

4.1.1 The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, departments, reassignment of work within the unit, external and internal boundaries of all kinds, and advisory commissions and committees;

4.1.2 Divisions will be established and modified and chairs appointed by the District in consultation with LCFT and faculty involved;

4.1.3 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of the Agreement;

4.1.4 The acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service, and activity functions assigned to such properties;

4.1.5 Matters involving District operation and the creation, maintenance, modification, and/or removal of all facilities and equipment; the scheduling of operations, the means, methods and processes of operations; the materials to be used; new or improved methods and facilities; the kinds and levels of services to be provided;

4.1.6 All services to be rendered to the public; the nature, methods, quality, quantity, frequency, and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles and

equipment to be used in connection with such services; the subcontracting and the effects of subcontracting for any and all goods and services, not previously performed by unit members.

4.1.7 The selection, utilization, assignment, and reassignment of personnel not covered by this Agreement including, but not limited to substitutes, casual and short-term personnel; consultants; students; confidential, supervisory and management personnel; and other non-classified personnel;

4.1.8 The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, transfers, advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extra-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel, and the public with respect to such matters;

4.1.9 The decisions and procedures for selection, classification, reclassification, direction, promotion, demotion, discipline, and termination of all unit members; staffing patterns; the number and kind of personnel required; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to any location (subject only to the express terms of the Agreement regarding transfers), and also to any facilities, functions, activities, departments, tasks or equipment; and the determination as to whether, when and where, there is a job opening;

4.1.10 The title and content of job classifications, reclassifications, specifications and descriptions;

4.1.11 The duties and standards of performance for all unit members, and the determination whether any unit member performs such duties and meets such standards subject only to the express terms of Article VI, Evaluation.

4.1.12 The dates, times, and hours of operation of District facilities, functions, and activities;

4.1.13 Safety and security measures for students, the public, employees, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel including unit members with respect to such matters;

4.1.14 The rules, regulations, and policies for all employees, students, and the public, subject only to clear and explicit limitations contained in this Agreement;

4.1.15 The termination or layoff of unit members and the effects thereof as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement;

4.1.16 The establishment of contract education programs pursuant to Education Code Sections 78020- 78023;

4.1.17 The administration of all health and benefit plans for unit members and retired unit members, and the manner and method of funding such plans;

4.1.18 The right to amend, modify, or rescind the provisions of this Agreement in the event of an emergency. However, in the event of an emergency, the impairment of contractual rights must be for a period of time which is reasonable in light of all of the circumstances, there must not be an acceptable less severe method available, and the action must be appropriate to the situation involved.

4.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with federal and state law. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

ARTICLE V

PERSONNEL FILES

5.1 Personnel Files

5.1.1 The personnel file of each unit member shall be maintained at the chief instructional office (Vice President for Instruction).

5.1.2 Unit members shall be provided a copy of derogatory written material before such material is placed within their personnel file. Within ten (10) calendar days after receiving the material, the unit member may attach to the derogatory material a written response for inclusion within the personnel file.

5.1.3 A unit member or his/her authorized representative, designated in writing, shall have the right, during the regular District office business day, to examine all materials contained within his/her personnel file, except those items which were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination. Advance appointments for examination shall be required and scheduled with the District Superintendent.

5.1.4 LCFT agrees to indemnify and hold harmless the District from any and all claims, demands, or suits or any other action arising from an authorized LCFT's representative's examination of the personnel file.

5.1.5 Personnel files are confidential and are available for review only to those persons having a right or authorization to inspect.

5.1.6 District shall have a representative designated by the Superintendent/President present when any personnel file is examined.

5.1.7 No information proven to be false or inaccurate shall be retained in a unit member's personnel file.

ARTICLE VI

EVALUATION

6.1 The central purpose of evaluating faculty is to improve instruction. The following criteria and procedures have been established in accordance with the guidelines set forth by the Board of Governors of California Community Colleges.

6.2 Unit members shall be evaluated according to the following criteria:

1. expertise in their subject matter;
2. effectiveness of instruction or, in the case of non-teaching faculty, performance of their specific duties;
3. acceptance of professional responsibilities;
4. effectiveness of communication with students, staff, and the community at large.

6.3.1 Probationary unit members shall be evaluated once each year.

6.3.2 Tenured unit members shall be evaluated every two (2) years.

6.4.1 Evaluations shall be prepared by the Vice President of Instruction based upon information provided by the unit member being evaluated and student evaluations. A peer evaluation may also be used, the peer to be mutually agreed upon by the Vice President of Instruction and the instructor being evaluated. A mutually approved form shall be completed to document the evaluation. (For the purposes of this article, the term "mutually approved" shall apply to a form mutually approved by the District and LCFT.)

6.4.2 After prior notice of at least one (1) week, the Vice President of Instruction shall visit the unit member being evaluated as he or she performs his or her duties. In the case of teaching faculty this shall be a classroom visit. A mutually approved form shall be completed by the Vice President of Instruction to document the evaluation of the visit.

6.4.3 As soon as possible after the visit, the unit member being evaluated and the Vice President of Instruction shall meet to discuss the evaluation. Information from the visit of the Vice President of Instruction and from student evaluations shall be considered. The unit member shall also present a self-evaluation at this time. A mutually approved form shall be completed for the self-evaluation.

6.4.4 The evaluation should include all areas of assignment.

6.4.5 Using information gathered throughout the process, the Vice President of Instruction shall prepare a written evaluation on the mutually approved form for that purpose. Areas in need of improvement shall be clearly identified and suggestions made as to possible resources available to aid in such improvement.

6.4.6 The unit member shall acknowledge through signature that he or she has reviewed a copy of the evaluation and that it has been discussed in conference with the Vice President of Instruction. The unit member may attach a written statement of exception to any or all specific portions of the final evaluation. In this case, both documents shall become part of the unit member's personnel file.

ARTICLE VII

WORK LOAD

7.1 Each unit member shall provide certificated services corresponding to thirty (30) lecture hour equivalent instructional units per year, or an average of fifteen (15) lecture-hour-equivalent units per semester, calculated as follows:

7.1.1 A class-hour is defined as sixty (60) minutes which include a ten minute (10) passing time. Passing times shall not be used to determine a unit member's load.

7.1.2 Lecture class-hours shall count at the ratio of 1:1, so that a unit member teaching all lecture classes totaling fifteen (15) hours shall be credited with fifteen (15) lecture-hour-equivalent units.

7.1.3 Laboratory class-hours, including, but not limited to, activities, shop and laboratory, skills and studio for the purpose of unit member load assignment, shall count at the ratio of 1.5:1, so that a unit member assigned to 22.5 laboratory class-hours shall be credited with fifteen (15) lecture-hour-equivalent units.

7.1.4 When an assignment involves a mixed assignment of lecture and laboratory, the laboratory class-hours shall count at the ratio of 1.5:1 for all hours beyond those assigned for lecture hours.

7.1.5 The District has the right to assign classes during day or at night.

7.1.6 A maximum number of preparations (different courses) per semester is four (4). Courses which are taught concurrently are considered one (1) preparation.

7.1.7 The determination of work load in accordance with this Article, shall be as set forth as Appendix "A" hereto.

7.1.8 The chief instructional officer may assign up to three (3) additional teaching units to compensate for an underload in the previous semester. The unit member will not receive pay for these units.

7.1.9 Each unit member shall be given an Assignment Form by May 30 each year, which shall state their assignment(s) and salary for the following year.

7.1.10 Unit members shall be given first right of refusal in the assignment of day classes, where possible. The chief instructional officer shall make the final scheduling assignments after

reviewing unit member's proposed schedules. In the event that the unit member's schedule must be modified, the chief instructional officer shall meet with the unit member and explain reasons for the modification.

7.1.11 The District, in consultation with the unit member and Division Chair, shall determine minimum and maximum class size. Availability of equipment, health and safety, and space shall be considered in making these decisions.

7.2 A unit member shall be paid for an overload for any assignment beyond thirty (30) lecture-hour-equivalent units per year. The District shall limit overloads to six (6) clock hours per week.

7.3 A unit member's responsibilities cover a minimum forty (40) hour week. Such responsibilities include, but are not limited to, the following:

7.3.1 Meeting with classes as scheduled by the chief instructional officer.

7.3.2 Teaching classes in accordance with the intent of the College catalog, with the goals and objectives of the course as described in the course outline.

7.3.3 Writing instructional goals and objectives and course outlines as directed by the chief instructional officer. This should be done in cooperation with other unit members who teach in the same subject area.

7.3.4 Reviewing, in cooperation with other faculty in the same subject area, textbooks, required reading, workbooks, and other materials for purchase by students.

7.3.5 Maintaining accurate and current records of student attendance and student achievement in accordance with District procedures.

7.3.6 Keeping current with developments and changes in his/her subject matter field.

7.3.7 Serving on District committees, as assigned.

7.3.8 Supervising the care and maintenance of equipment provided for student use in classes.

7.3.9 Recommending instructional materials.

7.3.10 Attending graduation ceremonies.

7.4 Instructional unit members shall schedule a minimum of five (5) on-campus office hours per week.

7.4.1 An office hour is a minimum of fifty (50) minutes.

7.4.2 The chief instructional officer shall review and approve unit members' office hour schedules and make changes as may be required by student needs.

7.4.3 Unit members shall then post office hours on their office doors.

7.5 The work year for instructional unit members, shall be one-hundred seventy-five (175) instructional days, and two (2) additional days for in-service, as designated by the District.

7.6 The responsibilities of counselors represent a workyear of one hundred ninety seven (197) days, plus two (2) in-service days; specific workdays shall be scheduled by the District. The counselors shall have a forty (40) hour workweek (including thirty-five (35) hours as scheduled by the District) with duties that include but are not limited to the following:

7.6.1 Providing academic, vocational and personal counseling to students on an individual basis.

7.6.2 Providing group counseling for the accomplishment of specific objectives.

7.6.3 Assisting in the planning and implementation of registration.

7.6.4 Providing guidance in immediate and long range program planning.

7.6.5 Administering and interpreting tests.

7.6.6 Counseling students with low scholastic achievement.

7.6.7 Providing an occupational information service for students.

7.6.8 Providing educational psychological services.

7.6.9 Assisting students in the development of good study habits.

7.6.10 Assisting students with petitions for graduation.

7.6.11 Establishing and maintaining communication with the various instructional areas, the administration and the staff of the District.

7.6.12 Establishing and maintaining communications with the high schools served by the District.

7.6.13 Establishing and maintaining communications with community agencies which can serve the District's students.

7.6.14 Serving on District committees, as assigned.

7.6.15 Keeping current with developments and changes in his/her subject matter field.

7.6.16 Attending graduation ceremonies.

7.7 Special assignments in excess of one hundred seventy seven (177) days may be made by the District with the approval of the unit member and LCFT. The applicable overload rate shall be paid. No leave privileges or retirement entitlements accrue for work in excess of one hundred seventy seven (177) days (except for assignments enumerated in 7.8).

7.8 Unit members assigned the following responsibilities shall be considered eleven (11) or twelve (12 month employees (working one hundred ninety nine (199) or two hundred twenty one (221) days respectively) as part of their regular assignment and will receive prorata salary, retirement and sick leave accrual commensurate with their assignment:

Public Information Officer	11 months
Counselors (including EOPS)	11 months
Counselor/Coordinator for Disabled Students	11 months
Librarian	11 months
Learning Assistance Coordinator	11 months
Director of Nursing	11 months
Learning Disabilities Specialist	11 months
Agriculture Instructor	11 months
Agriculture Instructor assigned Rodeo/ Livestock Judging Coach	12 months
Work Experience Coordinator	11 months

For these assignments, the District after consultation with the unit member shall schedule the exact days of work and work to be performed. A written schedule of the days shall be provided to the unit member and be placed in the member's personnel file prior to services being performed. Any adjustment to the original schedule shall be approved by the District in advance, where possible, and so noted on the copy in the members personnel file.

7.9 The District, after consultation with the unit member, may assign special duties in lieu of regularly assigned duties. When reassigned time is given, duties shall be documented and a copy of same placed in the unit member's personnel files. Time shall be converted to appropriate Teaching Units which when added to other assignment(2) shall equal a full load (thirty (30) TU per year).

7.10 Unit members assigned the following responsibilities will be granted reassigned time as follows:

Learning Assistance Coordinator	3 TU	Fall & Spring
Public Information Officer	6 TU	" "
Telecourse Coordinator	3 TU	" "
Nursing Director	3 TU	" "
Chair, Curriculum Standards Comm.	3 TU(Eff.Sp.89)	" "
Men's Basketball Coach	10 lab hrs	" "
Women's Basketball Coach	10 lab hrs	" "
Wrestling	10 lab hrs	" "
Women's Softball	10 lab hrs	Spring
Golf	10 lab hrs	"
Men's Baseball	10 lab hrs	"
Women's Volleyball	10 lab hrs	Fall
Cross Country	10 lab hrs	"
Track and Field	10 lab hrs	Spring

7.11 Responsibilities of division chairs shall include, but not be limited to the following:

7.11.1 Serving as intermediaries between members of the Division and the chief instructional officer or designee.

7.11.2 Participating in the selection and orientation of new full and part-time division staff.

7.11.3 Preparing and monitoring the Division budget.

7.11.4 Preparing class schedules and instructor's assignments.

7.11.5 Coordinating the day and evening programs, Summer programs, class schedules and preparation of course outlines and curriculum development within their division.

7.11.6 Assisting in textbook selection, changes and ordering.

7.11.7 Reporting physical plant problems and maintaining inventory of equipment in their area.

7.11.8 Reporting absences of area instructors to the chief instructional officer.

7.11.9 Supervision of staff personnel assigned to the Division.

7.11.10 Representing the division at curriculum/standards, division chair, and other planning committee meetings.

7.11.11 Planning and conducting division meetings.

7.11.12 Assisting with articulation for the division.

7.12 All grade rosters shall be turned in to the Registrar's office within ten (10) calendar days from the day of the final exam of the class. All attendance rosters and other administrative forms must be properly completed as scheduled.

7.13 Librarians, School Nurse, and other unit members not otherwise specifically referenced shall have a forty (40) hour workweek, including thirty seven and one-half (37 1/2) hours as scheduled by the District after consultation with the unit member.

7.14 It is the intent of the District to comply with AB1725 as it addresses composition of the faculty part time and full time ratio.

ARTICLE VIII

LEAVES

8.1 Absences and Conditions Regulating Absences - General Provisions

8.1.1 A unit member may be absent from work during required periods of service, providing the applicable policies and procedures have been properly implemented. Absence for any other reason shall constitute an "unauthorized absence."

8.1.2 Information relative to absences and leaves shall be made a matter of record included in the unit member's personnel file. Violation of such absences and leave provisions shall be considered cause for suspension and/or dismissal.

8.1.3 Except when there is an emergency, notification of the unit member's absence shall be reported in advance by the unit member to the chief instructional officer. When advance notification is impossible, the unit member shall submit notice as early as possible. The reason and the amount of time to be involved shall be reported. In all cases, an Employee Leave slip shall be completed by the unit member and forwarded to the chief instructional officer.

8.1.4 Within three (3) working days of termination of the absence, the unit member shall complete the report of absence form stating the reason for absence. The documentation supporting the unit member's need for absence may be required. Misrepresentation by a member of the reason for an absence shall cause such absence to be classified as an "unauthorized absence."

8.1.5 A member shall not be allowed to undertake any gainful employment while on leave of absence or sick leave. The member may be required to certify that he/she was not gainfully employed.

8.1.6 A unit member shall receive no compensation for time absent from regularly assigned duties, except as otherwise provided in this Agreement or by order of the Superintendent/President.

8.1.7 Unless otherwise stipulated in the specific leave policy time spent on leave shall not be counted as experience for advancement on the salary schedule.

8.1.8 Unit members in unpaid status will be ineligible for continuance of District benefits unless the member elects to make advance payment(s) to the District for such benefits.

8.1.9 Salary deduction for unpaid absences shall be computed as follows: each day of such absence shall result in the deduction of a fraction of the unit member's annual salary with the fraction being the number of days absent divided by the number of service

8.1.9 Continued

days (now one hundred seventy seven (177)) in the academic year. When the absence covers a partial day, if the absence is for one-half (1/2) day or less, one-half (1/2) day's salary shall be deducted; if the absence exceeds one-half (1/2) day, a full day's salary shall be deducted.

8.1.10 For a paid leave, a unit member who is absent for one-half (1/2) day or less shall have one-half (1/2) day deducted from accumulated leave. If the absence exceeds one-half (1/2) day, a full day shall be deducted from accumulated leave.

8.2 Sick Leave

8.2.1 A unit member who is employed five (5) days per week for the full academic year shall be entitled to ten (10) days leave of absence for illness or injury per year. An employee who is employed for fewer than five (5) days per week, or for less than a full academic year, will receive the proportional number of days of leave.

8.2.2 Pay for any day of absence covered by this leave shall be the same as the pay which would have been received had the unit member worked during his/her regular assigned hours on the day of leave.

8.2.3 The full amount of the leave granted each year under this Section shall be available on the first day of each academic year and need not be accrued prior to taking such leave.

8.2.4 Unused leave granted under this Section may be accumulated from year to year.

8.2.5 Unused sick leave accrued in California public elementary schools, secondary schools, or community colleges may be transferred in accord with Education Code, Section 87782. Official verification of unused sick leave should be forwarded to the personnel office where it will be credited to the unit member's sick leave balance.

8.2.6 Absence covered by accumulated sick leave shall be at full pay. When all accrued sick leave has been used and additional absence is necessary, the unit member shall be paid the difference between his/her salary and that paid a temporary employee hired to replace him/her, or the amount that would have been paid had a temporary been hired, or fifty percent (50%) of the employee's contract salary, whichever is greater, until the total absence covers a period of five (5) months. The five (5) month period begins on the first day of absence. Additional sick leave is not accrued during the five (5) month period. A temporary replacement

8.2.6 Continued

includes hiring an existing teacher on an overload basis. If no temporary is hired, the pay deducted shall be at the first step of the appropriate lab or lecture rate.

8.2.7 The Superintendent/President may require a unit member to present a physician's verification that the member is able to return to work after serious physical or psychological illness. The District may also require examination by another physician at District expense if it questions a unit member's determination of ability to return to work.

8.2.8 After exhausting both accumulated and extended sick leave, a unit member may apply for and shall be granted a leave without pay for recuperation for up to one (1) additional year. Following this unpaid leave, a unit member may request an extension. If the extension is denied, the unit member shall be placed on the thirty-nine (39) month re-employment list.

8.2.9 The Superintendent/President may require a unit member to present a medical doctor's certificate verifying a personal illness or injury. If the illness or injury exceeds three (3) consecutive days, the District may designate a certified medical specialist to visit the unit member and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury and to report such findings to the Superintendent/President. The District shall bear the cost of investigation/examination. If the report concludes that the absence is not due to personal illness or injury or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent/President, after such notice to the unit member, may refuse to grant such leave.

8.2.10 Unit members shall be provided an accounting of the balance of their accumulated sick leave at the end of each contract month.

8.3 Use of Sick Leave for Personal Necessity

8.3.1 A unit member may be granted a maximum of six (6) days leave of absence in any school year without loss of pay in cases of personal necessity, upon approval of the chief fiscal officer or designee. One (1) day shall be granted by the District. Any of the additional five (5) days shall be deducted from the member's accumulated sick leave.

8.3.2 Personal necessity includes: emergencies related to the unit member's home in cases of natural disaster or accident; illness or accident to the unit member's immediate family (as defined in 8.3.3); appointments for the purpose of conducting personal legal

8.3.2 Continued

affairs of financial transactions that cannot be conducted outside of working hours; receipt of summons, subpoena, or other judicial order requiring absence from work, excluding jury duty; observance of a major religious holiday of the unit member's faith; or, parental responsibilities that cannot be scheduled outside of working hours.

8.3.3 "Member of immediate family," as used in this Section, means the husband, wife, mother, father, sister/ brother, son, daughter, grandparent, grandchild, parent-in-law, foster parent, step parent, step child, foster child, brother-in-law, sister-in-law, or any other person living in the immediate household of the unit member, or having a similar close relationship which the District may accept as qualified.

8.3.4 This leave specifically shall not be used to extend holiday or break periods and does not include any recreational use nor any use related to present or prospective employment or union activity. Such leave as applied for, used, and/or granted must be on matters which cannot be accomplished other than during the unit member's regular working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.

8.3.5 Advance notification is required before personal necessity leave may be taken except in emergency cases of death, serious illness or accident, in which cases the notification shall be as soon as reasonably possible.

8.4 Industrial Accident or Illness Leave

8.4.1 Unit members shall receive sixty (60) days leave with pay in any one (1) fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the member becomes ill or is injured while he/she is serving the District, and, the accident or illness is reported to the worker's compensation insurance carrier in accordance with their regulations, and the worker's compensation insurance carrier accepts responsibility for the treatment of the member.

8.4.2 Unit members with less than three (3) years of continuous service with the District who sustain injury or illness that is job related shall use accumulated sick leave or other paid leave which, when added to the Worker's Compensation award, shall provide for a full day's wage or salary.

8.4.3 Industrial accident or illness leave will commence on the first day of absence. Allowable leave shall not be accumulative from year-to-year. When an industrial accident or illness occurs at a

8.4.3 Continued

time when the full sixty (60) days will overlap into the next fiscal year, the member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

8.4.4 Payment for wages lost on any day shall not, when added to an award granted the unit member under the worker's compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.

8.4.5 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 8.2.1. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave under Section 8.2 will then be used; but if a member is receiving worker's compensation he/she shall use only so much of his/her accumulated or available sick leave, accumulated compensating time off, vacation or other available leave, which, when added to the worker's compensation award, provide for a full day's wage or salary.

8.4.6 During all paid leaves of absence, whether industrial accident leave as provided in this Section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the Board, the unit member shall endorse to the District wage loss benefit checks received under the worker's compensation laws of this state. The District, in turn, shall issue the member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions.

8.4.7 The provisions of Section 8.2.7 and 8.2.8 are applicable to absences taken for industrial accident or illness.

8.4.8 If the absence resulted from a psychological or mental illness, the release for return to work must be from a psychiatrist.

8.4.9 Any member receiving benefits provided in this Section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.

8.5 Bereavement Leave

8.5.1 At the time of death of any member of a unit member's immediate family, as defined in Section 8.3.3, the unit member shall be granted, without loss of salary or other benefits, leave of

8.5.1 Continued

absence not to exceed three (3) working days or five (5) working days if the unit member must travel more than one hundred and fifty (150) miles, or if the death is of a spouse or child. Such absence will not be deducted from authorized absences or leaves.

8.5.2 Bereavement leave shall not be granted during other leaves of absence.

8.5.3 Bereavement leave does not accumulate from year to year.

8.6 Jury Duty Leave

A unit member called for jury duty shall receive leave for the days missed. Money received for jury duty, excluding mileage, shall be deducted from regular salary.

8.7 Military Leave

Certificated employees will be granted military leave as required by provisions of the Education Code and Military and Veterans Code.

8.8 Leave Without Pay

8.8.1 Applications for leave without pay must be filed with the Superintendent/President at least sixty (60) days previous to the beginning of the leave period. Leave at the discretion of the Board, may be granted for a maximum of one (1) year to correspond as nearly as possible with the beginning and ending dates of each school semester.

8.8.2 Employees who have been granted leaves of absence for advanced collegiate study will not receive credit for a year's service to the District unless such study is undertaken at the specific request of the Governing Board of the District.

8.8.3 Leaves of half (1/2) an academic year or less shall not constitute a break in service. A full year unpaid education leave shall be counted for advancement on the salary schedule.

8.8.4 Leaves of absence may be requested for any of the following reasons:

(a) Advanced collegiate study

(b) Travel

(c) Personal reasons

8.8.5 Unit members are not entitled to District-paid benefits during leave under this Section but may continue to receive benefits by paying the full cost of benefits in advance.

8.8.6 Authorization for leave under this Section shall not be deemed precedential for future requests.

8.9 Maternity Disability Leave

8.9.1 Unit members shall have the right to utilize sick leave and extended absence leave as provided for in Section 8.2 for absences necessitated by pregnancy, miscarriage, child birth, and recovery therefrom.

8.9.2 When a disability necessitated by pregnancy, miscarriage, child birth, or recovery therefrom occurs, the unit member shall be responsible for having her physician send another letter to the personnel office stating the disability termination date and that the unit member is able to resume all duties associated with her position. In the event that a requested leave of absence under Section 8.2 begins prior to the beginning date of disability or extends beyond the disability termination date as described by the unit member's physician, such additional period(s) of time shall not be part of the unit members's sick leave or extended sick leave.

8.9.3 Wherever possible, the unit member shall provide the District's personnel office with a written statement, no latter than thirty (30) days prior to the date when the unit member wishes her maternity leave to begin, setting forth the approximate date the leave is to begin and the approximate date the unit member expects to resume her duties. The length of the maternity leave shall be as determined by the unit member and the unit member's physician, provided, however, that the paid maternity leave shall not be for a period of time greater than unit member's disability.

8.10 Infant Child Care Leave

8.10.1 A unit member may be granted a maximum of thirty (30) days leave to care for a newly born or adopted child. Such leaves shall be deducted from the member's accumulated sick leave.

8.10.2 Request for such leave shall be made in writing to the chief instructional officer at least thirty (30) days prior to the date on which the unit member desires the leave to commence.

8.11 Sabbatical Leaves

8.11.1 The College faculty and administration should be constantly increasing their knowledge and keeping abreast of developments both in their field and the study of teaching. Sabbatical leaves are among the means by which this may be accomplished. In this

8.11.1 Continued

light, they help assure that the College will have the kind of personnel that it needs. Conceived thusly, sabbatical leaves are more than a privilege accorded qualified certificated employees. They are an indispensable means of enhancing instructional quality and professional development. All certificated employees should be entitled to this means of professional growth.

8.11.2 An ongoing reserve will be established by the District to finance sabbatical leaves. LCFT and the District shall annually negotiate the amount to be deposited to the reserve, with the granting of leaves dependent upon funds available in the reserve.

8.11.3 Sabbatical leaves may be granted to certificated employees within the following four (4) categories:

1. Advanced Academic Study: Applicants for a sabbatical leave under this section shall submit a detailed program of academic study, either graduate or undergraduate (or combination), equal to a full course load.

2. Professional Study Projects: Applicants under this section shall submit a detailed statement of the professional study projects to be undertaken. While such studies need not be undertaken under the auspices of a collegiate institution, they must constitute an organized program of full-time study designed to enhance the teacher's performance in his or her area of specialization. Such projects may include research within the area of specialty, research in the area of teaching, or creative projects.

3. Travel: Applicants under this section shall submit a detailed statement of the proposed itinerary and its specific relation to the teacher's field. Applicants must remain in travel status for a least three and one-half (3 1/2) months for each semester of leave granted.

4. Study Through Work Experience: Applicants under this section shall submit a detailed statement of the work experience project. This program is available chiefly to teachers in vocational subjects who intend to study in schools maintained by a business or industry for craftspersons or technical workers or those who intend to obtain work experience in their vocational field. A specific school or job opportunity must be submitted with the program.

8.11.4 All certificated employees are eligible for a sabbatical leave after completion of seven (7) consecutive years of full-time service in the District. The year in which the sabbatical leave is taken does not apply toward the next seven (7) year period for

8.11.4 Continued

eligibility. A fill-time leave of absence granted by the District does not interrupt consecutive service but shall not count as one (1) of the seven (7) years.

8.11.5 Sabbatical leaves may be granted for not less than one (1) full semester or more than two (2) consecutive semesters. A one (1) semester sabbatical leave may be granted for either the fall or spring semester.

8.11.6 Applications for sabbatical leave shall be submitted on a form provided through the division chairperson to the Vice President of Instruction by April 15, for sabbatical leaves during the ensuing spring semester and November 15, for sabbatical leaves beginning the following Fall.

8.11.7 A sabbatical leave committee, composed of the Vice President of Instruction, two (2) faculty members appointed by the faculty senate, and two (2) faculty members appointed by the LCFT, shall evaluate all applicants.

8.11.8 After verifying the eligibility of all applicants, the committee will rank all applicants in the following five (5) categories:

(1) direct benefit to Lassen College
(2) direct benefit to the individual
(3) feasibility of the proposal
(4) seniority at Lassen College
(5) number of previous sabbatical leaves

Criteria for evaluation of the above equal priority categories shall be found on the application form. In addition, the committee shall interview the candidates to gain further insights into the proposal and then make recommendations to the Superintendent/President for submittal to the Board.

8.11.9 After being notified that their application has been approved by the Board, applicants shall accept or reject the leave in writing within fifteen (15) calendar days.

8.11.10 Sabbatical leaves, once granted and accepted, shall be cancelled or modified only by mutual agreement between the College and the instructor involved.

8.11.11 Each employee on sabbatical leave shall file with the Superintendent/President and Governing Board a written report not later than sixty (60) days after his/her return. The report shall contain data on activities of the employee, transcripts of all college and university work completed, and an appraisal of the professional value of the experience gained while on leave.

8.11.12 Any employee on sabbatical leave shall be returned to the assignment held at the time the leave was granted unless another assignment is mutually agreed upon in writing. For purposes of advancement on the salary scale and retirement, the leave shall count as regular teaching service.

8.11.13 An employee granted a sabbatical leave, whether for a semester or a year, shall receive seventy-five percent (75%) of the regular salary he or she would have received. While on leave, he or she will be paid at the usual intervals. Special arrangements would normally be made only for those members who are out of the continental limits of the United States.

8.11.14 If the Sabbatical program is interrupted because of serious illness or accident, this condition shall not be construed as a failure to fulfill the conditions upon which the leave was granted. This condition shall not affect the amount of compensation to be paid the employee provided that the Board shall be notified promptly of such illness or accident by registered letter within fifteen (15) days of the time of illness or accident unless prevented by extenuating circumstances.

8.11.15 Granting of a sabbatical leave is conditioned upon the employee agreeing to the terms of the leave and further agreeing to return to the District for at least two (2) full calendar years as a certificated employee.

8.11.16 The performance of this agreement by the employee is to be secured by a corporate surety bond provided for in principal sum equal to the amount of salary to be paid to the employee while on leave.

8.11.17 In the case of death of the individual while on leave or before the two (2) year term of service after return is completed, his or her estate shall not be required to fulfill the conditions upon which the leave was granted, but payment of salary by the District shall cease upon such death.

ARTICLE IX

SALARY

9.1 Salary Schedule - Initial Placement

The salary schedules for unit members are set forth in Appendix B1, B2 and 3. The placement of a unit member on the salary schedule is based upon criteria outlined in Board Policy 4141 (adopted 7/5/77, reviewed 8/4/87).

9.2 Salary schedule B2 shall be increased July 1, 1989, by five percent (5%) or the COLA provided to the California Community Colleges for general apportionment, whichever is higher (refer to Appendix B3).

9.3 Compensation for overloads will be at the hourly rate established by the District for part-time teachers. A maximum of six (6) clock hours per week will be allowed.

9.4 Effective July 1, 1989, Division Chairs will be provided twenty percent (20%) (six (6) TU) release time plus a stipend of ten percent (10%) of their ten (10) month base pay and the Division Chair/Athletic Director will be provided thirty percent (30%) (nine (9) TU) release time plus a stipend of ten percent (10%) of his/her ten (10) month base pay, payable monthly September through June.

9.5 When a unit member whose compensation is based upon the regular salary schedule is absent for reasons which do not justify the use of any of the forms of authorized leave with pay, a fraction of the employee's annual salary will be deducted. The fraction will be the number of days absent divided by the number of service days in the academic year.

9.6 When a deduction for a partial day of absence becomes necessary, a unit member who is absent for one-half (1/2) day or less shall have one-half (1/2) day's salary deducted; if the absence exceeds one-half (1/2) day, a full day's salary shall be deducted.

9.7 Pay periods will be by the calendar month with warrants issued on the last District business day of each month.

9.8 In the interest of the well-being of the District as a whole, the parties agree to address the productivity and the efficiency of instruction in a joint study. The results of the joint study shall be returned to the parties for bargaining no later than March 15, 1989.

ARTICLE X

HEALTH AND WELFARE BENEFITS

10.1 For each full-time unit member, the District shall pay a monthly premium up to $248.33 for medical/hospital coverage, $37 for dental coverage, $15.45 for vision coverage, and $10 for life insurance, which covers the 1988-89 cost of these benefits. It is the mutual responsibility of the District and LCFT to maintain reasonable levels of coverage at reasonable rates. Therefore, the District and LCFT shall negotiate any new/different coverage(s) and/or levels of premiums to be paid by the District and/or individual unit members. In the event premiums increase during the year, the District shall pay that increase until fiscal year end (June 30).

10.1.1 For the 1989-90 fiscal year, the District will increase the above monthly premium caps to cover actual premium increases for the same plans and coverages.

10.2 Unit members working less than one hundred percent (100%) of a full-time load are entitled to premium payments pro-rated at the same ratio as their work load bears to full-time service, with the balance due insurance carriers to be paid by the unit member by payroll deduction.

10.3 Unit members shall be individually responsible for making payment for such monthly amounts as, when added to the amount paid by the District, will equal the total monthly premium required for coverage. Payments of such monthly amounts shall be made by way of payroll deduction. In the event of a premium increase for the plan coverage herein, or for equivalent coverage under a different plan description, the District is authorized to cover such by way of payroll deduction, in order that unit eligible unit members' insurance coverage not be jeopardized.

10.4 All certificated employees hired prior to February 1, 1989, who retire at age 55 or older with a minimum of fifteen (15) years in education and employed the last ten (10) years by the Lassen Community College District, will be covered along with eligible dependents at District expense under the District's medical and dental insurance until the employee reaches the age of 65, or to the date of death, whichever is earlier.

ARTICLE XI

LAYOFFS

11.1 General Provisions

The District will utilize the provisions of Section 87740 and 87743 of the Education Code to lay off unit members for any of the reasons permitted therein. Any dispute over compliance with the requirements of Sections 87740 and 87743 must be resolved through the statutory layoff appeal procedure and not through the contract grievance procedure.

11.2 In the event the District determines it is necessary to reduce the number of contract and regular certificated employees, such reductions will be made in accordance with the procedures in these standards. When any certificated employee is laid off or reduced:

11.2.1 No temporary (hourly) instructors will be retained in the particular kind of service(s) in question. The term "particular kind of service" is that used by the California Education Code in describing reductions in particular teaching subject areas and non-teaching services such as counseling and administration.

11.2.2 No contract and/or regular faculty members shall be assigned overload assignments in a particular kind of service in which an employee has been laid off and wishes to serve, except as the overload is part of a single class needed to make load in the area in question.

11.2.3 Within this Article whenever a reference is made to March 1, that date is determined to be within the same year as the reduction in force decision is made.

11.2.4 Within this Article whenever the term "past ten (10) years" is used, the ten (10) year period begins with the fall semester ten (10) years before the year in which layoff notices are sent. For example, for notices sent in spring of the academic year, 1989-90, the period would run from fall of the 1979-80 school year. Assignments fixed for the spring semester during which a reduction in force decision is made will be considered completed.

11.3 Certification and Competency Standards

In determining that no certificated employee shall be terminated while a less senior certificated employee is retained to render a service which the more senior employee is both certificated and competent to render, the Lassen Community College District will consider verifiable documentation provided by certificated employees by March 1.

11.3 Continued

Verifiable documentation brought forward by certificated employees after March 1, shall be presented to the Administrative Law Judge at the time of the hearing. The District shall apply the following standards for purposes of reassignment and recall:

11.3.1 Certification

To be certificated to perform a service, the employee must have a valid California credential authorizing full-time performance of the particular service. The employee must have filed the credential in the Lassen County Superintendent of Schools Office and with the District Personnel Office prior to March 1 of the year in which the reduction in force decision is made.

11.3.2 Competency

(a) Vocational/trade areas (subjects for which a Master's Degree is not currently required to obtain a credential):

(1) Paid experience as the assigned teacher in the particular service in question in an accredited institution of higher education for the equivalent of at least four (4) full semester length courses, covering at least two (2) different semesters during the past ten (10) years.

or

(2) Paid occupational experience equivalent to two (2) full years within the past ten (10) years prior to March 1, in a business or industry in a position that qualifies for experience toward acquiring a vocational credential covering the particular kind of service in question.

or

(3) Possession of a Master's or Doctoral Degree in the particular service in question received within the past ten (10) years prior to March 1, from an accredited college or university.

(b) Academic Areas:

(1) Possession of a Master's or Doctoral Degree in the particular service in question received within the

11.3.2 Continued

past ten (10) years prior to March 1, from an accredited college or university.

or

(2) Paid experience as the assigned teacher in the particular service in question in an accredited institution of higher education for the equivalent of at least four (4) full semester length courses covering at least two (2) different semesters during the past ten (10) years.

(c) Non-teaching services (such as Librarian, Counselors):

(1) Paid experience in the particular service in question in an accredited institution of higher education for the equivalent of two (2) complete semesters of full-time service within the past ten (10) years.

11.4 Effects of Layoff

The District shall meet and confer with the LCFT upon request with respect to the nature and impact of anticipated faculty layoffs at least thirty (30) days prior to issuing final layoff notices. For the purpose of this sub-section, meet and confer shall be defined to mean that the District or such representatives as it may designate, and the Union and its representatives shall have the mutual obligation to exchange freely information, opinions and proposals prior to such time that the District decides to act. Layoff and their effects shall not be subject to further meeting and conferring, nor negotiations, but shall be governed by the provisions of this Article. With respect to any aspect of layoffs or their effects not addressed in this Article, the District reserves the right to act in accordance with any applicable provisions of law.

11.5 Extension of Health Benefits (COBRA)

The District shall advise laid-off unit members, within fourteen (14) days of their layoff notification, of the availability of continuation of their health plans. An application form for the plan shall accompany the notification. If within sixty (60) days after the notification by the District the unit member files a request in writing to the personnel office, the unit member who has been laid off may continue his/her health insurance for up to an additional eighteen (18) months by paying the full cost of the premiums. This benefit is subject to the approval of the insurance carrier.

ARTICLE XII

GRIEVANCE PROCEDURE

12.1 Purpose

The Purpose of this Article is to provide for the resolution of grievances and to secure, at the lowest possible administrative level, solutions to problems which may arise under this Agreement.

12.2 Definitions

12.2.1 Grievance: An alleged violation of a specific section of this Agreement which personally and adversely affects the grievant. "Grievance" shall not pertain to the evaluation of members of the bargaining unit, except with respect to non-substantive procedural evaluation matters. "Grievance" shall not apply to any attempt to change or modify this Agreement.

12.2.2 Grievant: A unit member who files a grievance. The LCFT may file grievances only over alleged violations of its organizational rights, as contained in Article II of this Agreement.

12.2.3 Day: Any day on which the administration office of the District is regularly open for business.

12.3 Time Limits

12.3.1 Grievants who fail to meet any of the time limits set forth below shall forfeit all right to further application of this grievance procedure. Any grievance not appealed to the next level of the procedure, within the prescribed time limits, shall be considered settled on the basis of the answer given at the preceding level.

12.3.2 The District's failure to respond to a grievance within the time limits set forth below entitles the grievant to proceed to the next procedural step.

12.3.3 In computing time periods under this Article, the first day of a given period shall be the day immediately following the day of the alleged violation or misapplication of the Article.

12.3.4 Time limits and steps may, in a particular grievance, by waived by mutual written consent of the parties.

12.4 Other Provisions

12.4.1 No unit member may use this grievance procedure in any way to appeal his/her discharge, or a decision by the Board not to renew his/her contract of employment. No unit member shall use this

12.4.1 Continued

grievance procedure to appeal any Board decision, if such decision results from a ruling or decision of a state or federal regulatory commission or agency, or of a state or federal court.

12.4.2 No grievance which the unit member knew of, or could have known of more than ten (10) days prior to the Level I notification of the immediate supervisor shall be processed by the District. Unit members are deemed to know the provisions of this Agreement and the amount of salary owing to them.

12.4.3 The grievant may be represented by a designee of the LCFT at any step of this procedure, above Level 1. Designations of representatives will be in writing. Such designation shall be entered on the grievance form. If the representative of the grievant is a member of the bargaining unit, the District shall permit a reasonable amount of released time for the representative for the purpose of processing the grievance.

12.4.4 The chairperson of the LCFT grievance committee and/or the grievant shall be released from their regular work duties, with pay, if grievance resolution meetings are scheduled by the parties during the working hours of the chairperson or grievant involved.

12.5 Procedural Steps

Level I

12.5.1 A grievant shall first discuss the grievance with his/her immediate supervisor, with the objective of resolving the grievance informally.

12.5.2 No grievance shall be recognized unless it has been presented at Level I within ten (10) days after the grievant knew, or could have known, of the act or condition which forms the basis of the grievance. If not presented within such time, the grievance will be deemed waived.

12.5.3 If, within ten (10) days of the date of the informal discussion, a satisfactory resolution of the grievance is not communicated in writing to the grievant, by the grievant's immediate supervisor, the grievant, if he/she wishes to continue with the grievance, shall present the grievance to the District at Level II.

Level II

12.5.4 If the grievant is not satisfied with the resolution of his/her grievance at Level I, the grievant may file for a Level II hearing, on the grievance form supplied by the District.

12.5.5 A Level II grievance shall be filed within ten (10) days of the grievant's receipt of the Level I resolution or within fifteen (15) days of the Level I discussion in the event no Level I resolution has been rendered, whichever date occurs sooner. A grievant not complying with this time requirement for filing at Level II will be deemed to have waived his/her right to a Level II hearing.

12.5.6 The written Level II grievance statement shall include:

(a) A description of the specific factual basis for the grievance, including names, dates, and places necessary for a complete understanding of the grievance;

(b) A listing of the Article or Section of the Agreement alleged to have been violated or misapplied;

(c) A statement of the reasons why the Level I written resolution of the immediate supervisor is unacceptable to the grievant;

(d) A listing of the specific remedies requested by the grievant;

(e) A request for a conference with the appropriate manager, if desired.

12.5.7 The Level II grievance shall be filed with the next higher designated manager, above the grievant's immediate supervisor.

12.5.8 Either the grievant or the next higher designated manager may request a personal conference to consider the grievance. Any meeting shall be arranged by mutual agreement. The next higher designated manager shall communicate his/her decision on the grievance to the grievant, in writing, within ten (10) days of receiving the Level II grievance.

Level III

12.5.9 If the grievant is not satisfied with the disposition of the grievance at Level II, he/she may file for a Level III hearing, before the Superintendent/President.

12.5.10 Such filing shall be on the form supplied by the District. It shall have attached to it copies of the written Level II grievance, and, where applicable, the Level I written resolution and the Level II written decision.

12.5.11 A grievant who files for a Level III hearing shall do so within ten (10) days of his/her receipt of the Level II written decision, or within fifteen (15) days of the date of filing of the Level II grievance, whichever occurs sooner. A grievant not complying with this time requirement will be deemed to have waived his/her right to a Level III hearing.

12.5.12 The Level III grievance statement need not repeat any of the statements or reasons set forth in the Level II grievance statement, but shall, where applicable, explain why the Level II written decision is unacceptable to grievant.

12.5.13 The Superintendent/President shall communicate a decision to the grievant, in writing, within ten (10) days of the date of the Level III filing. Either the grievant or the Superintendent/President may request a personal conference to consider the grievance, within this ten (10) day period. Any such meeting shall be arranged by mutual agreement.

Level IV

12.5.14 If a grievance is not resolved at any of the prior levels (I, II, III), the parties shall, at the request of either party, refer the grievance to mediation for resolution. If this level is invoked by the parties, the California State Mediation and Conciliation Service shall be requested to provide a mediator, and thereafter the mediative process shall proceed under the auspices of the State Agency (CSMCS).

Level V

12.5.15 If a grievance is not resolved at Levels I, II, III, or IV, the LCFT may request, in writing, a hearing before the Governing Board. The request shall be filed in the personnel office within ten (10) days after the written decision of the Superintendent/President has been mailed or delivered to grievant, or if mediation is invoked pursuant to Level IV, within ten (10) days following the end of the mediation effort.

12.5.16 The request shall include a copy of the grievance, decisions from Levels I through III and a statement of why the Level III decision is unacceptable to the grievant.

12.5.17 The Board shall schedule a hearing within sixty (60) days of receipt of a request under Section 12.5.15.

12.5.18 The Board shall hold a hearing on the grievance in closed session and shall render a written decision within thirty (30) days after the close of the hearing. The Board's decision shall be final and binding on all parties.

ARTICLE XIII

MAINTENANCE OF OPERATIONS

13.1 It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.

13.2 LCFT and the Board agree that any differences between them shall be settled by peaceful means, as provided for in this Agreement. During the term of this Agreement, LCFT, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, slow down, sick out or other concerted refusal by unit members to perform work duties as required by this Agreement. LCFT will undertake to exert its best efforts to discourage any such acts by unit member.

13.3 During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of members of the unit.

13.4 Nothing contained in the Agreement shall be construed to restrict or limit the District in its right to seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article; and to take such action as it deems necessary to discipline and/or discharge any member for violation of this Article.

13.5 Members shall not be entitled to any wages or benefits whatsoever, including, but not limited to, life insurance, health insurance, vacations, wages, or any other compensation while engaged in any strike, concerted failure to report for duty, or other willful absence from his/her duties of employment.

ARTICLE XIV

PAST PRACTICES

14.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions of this Agreement, such practices and procedures which are outside the scope of mandatory bargaining are discretionary with the District.

ARTICLE XV

SEPARABILITY

15.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI

COMPLETION OF NEGOTIATIONS

16.1 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

16.2 During the term of this Agreement, the Board and LCFT expressly waive and relinquish the right to bargain collectively on any matter:

16.2.1 Whether or not specifically referred to or covered in this Agreement;

16.2.2 Even though not within the knowledge or contemplation of either party at the time of negotiations;

16.2.3 Even though during negotiations the matters were proposed and later withdrawn;

16.2.4 This Article is intended to be a clear and unmistakable waiver of the right of either party to force the other to negotiate during the term of this Agreement on subjects covered or not covered by the Agreement. Either party may rely on this Article as a shield against demands to bargain by the other.

16.2.5 This Article does not preclude bargaining collectively for subsequent, new collective bargaining agreements or reopeners during the term of this Agreement.

ARTICLE XVII

RESIGNATIONS

17.1 Any unit member who desires to resign from his/her employment with the District shall submit a letter of resignation to the Superintendent/President. The Superintendent/President is authorized to accept any such letter of resignation on behalf of the Board.

17.2 Written resignations shall be deemed accepted by the Board and shall be binding on the date received by the Superintendent/President. The last day of work for resigning employees shall be as specified in the employee's resignation or, if not specified, on the date the resignation is received. In no event shall the last day of work for a resigning employee be later than the close of the school year during which the resignation is received.

ARTICLE XVIII

PRE RETIREMENT/REDUCED WORK LOAD

18.1 Unit members approaching retirement and meeting the following criteria may request a reduced work load:

18.1.1 have been employed by the District as a faculty member for at least ten (10) years, all of which were full-time employment as defined by State Teachers' Retirement System (STRS);

18.1.2 have reached the age of fifty-five (55) by the year work reduction begins and are not and will not be older than sixty-five (65) for the duration of their individual program;

18.1.3 agree to irrevocable retirement and terminate services with the District at the conclusion of his/her pre retirement program;

18.1.4 make application for participation in the program by January 30 for the following academic year beginning in September.

18.2 Participation in the pre retirement plan shall require a reduction in the unit member's work load and proportional reduction in salary. The minimum part-time employment shall be the equivalent of fifteen (15) TUs spread out equally over the academic year.

18.3 The District's payments for fringe benefits will be prorated at the same ratio as the unit members reduced work load bears to full time service, with any balance to be paid by the unit member through payroll deduction. Retirement contributions will be as specified by STRS for reduction to part-time status.

18.4 Unit members participating in the program are not eligible for sabbatical leave.

18.5 Individual programs will have a required duration of from one (1) to three (3) years, after which, the participant must retire.

18.6 The Board's decision to grant or reject a request will be based on availability of funds, others in the program, need for services in the faculty member's discipline, and availability of replacement faculty.

ARTICLE XVIV

CALENDAR

19.1 · An equal number of representatives designated by LCFT and the Superintendent/President shall annually convene no later than September 30 to consider and recommend the District's college calendar for the following year. The committee's recommendation will be forwarded to the Superintendent/President no later than November 1. The action taken by the Superintendent/President as a result of the committee's recommendation shall not be a matter for grievance.

ARTICLE XX

SAFETY CONDITIONS OF EMPLOYMENT

20.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

20.2 The District and its employees shall comply with the provisions of the California Occupational Safety and Health Act (Cal/OSHA) and compliance or noncompliance with its provisions shall be determined exclusively in accordance with investigatory and adjudicatory procedures provided for in Cal/OSHA.

ARTICLE XXI

ACADEMIC FREEDOM

21.1 It shall be the policy of the District and the LCFT to encourage full freedom for faculty to teach, research, and pursue knowledge as set forth in this Article and subject to the applicable provisions of law.

21.2 In the exercise of this freedom, the faculty member may, as provided in the United States and California constitutions and other applicable laws, discuss his/her own subject or area of competence in the classroom, as well as any other relevant matters, including controversial matters, so long as he/she distinguishes between personal opinions and factual information.

21.3 Faculty shall be free from unlawful harassment or from unlawful interference or restrictions based on political views.

21.4 The District shall not interfere with a faculty member's freedom of speech or use of materials in any teaching assignment, except as allowed by law.

21.5 This Article is intended to declare the District's and the LCFT's intent to allow those activities protected by constitutional freedom of speech and other forms of academic freedom protected by the laws of the State of California and the laws of the United States.

ARTICLE XXII

GENERAL PROVISIONS

22.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

22.2 Individual Contracts

Any individual contract between the Board and an individual member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

22.3 No Reprisals

The District agrees that it will not discriminate nor take any reprisals against any employee regarding the administration of this Agreement, or any grievance filed hereunder.

22.4 Agreement Form

There shall be two (2) signed copies of the final Agreement for record-keeping purposes. One (1) shall be retained by the District and one (1) by the LCFT.

The Board and the LCFT agree to share equally the costs of printing the Agreement.

ARTICLE XXIII

NON-DISCRIMINATION

23.1 All rights guaranteed bargaining unit members regarding non-discrimination under all codes and laws whether local, state, or federal, shall be guaranteed under this contract.

ARTICLE XXIV

DURATION AND REOPENERS

24.1 This Agreement shall be effective on the date of ratification by the parties and shall continue in full force and effect through June 30, 1991.

24.2 The District and LCFT may reopen negotiations on Article IX and X and one additional article at the option of each party on or about April 1, 1990.

24.3 No later than one hundred and twenty (120) days prior to the expiration of this Agreement, the Governing Board, upon request by LCFT, agrees to begin negotiations on a successor agreement.

24.4 The provisions of this Agreement shall remain in effect pending negotiation of a successor agreement.

IN WITNESS WHEREOF, the District has approved this Agreement and has caused it to be signed by the President of the Board and the Superintendent/President of the District, and LCFT has approved this Agreement and caused it to be signed by its officers.

FOR THE GOVERNING BOARD:

Virginia L. Hatten

DATED: Feb. 7, 1989

FOR THE LCFT:

Bernadette L Chan

DATED: Feb. 7, 1989

Susanville, California

APPENDIX "A"

WORK LOAD DETERMINATION TABLE

15 HOURS LECTURE = FULL-TIME INSTRUCTIONAL LOAD (FTL)
22.5 HOURS LABORATORY = FULL-TIME INSTRUCTIONAL LOAD (FTL)

LECTURE ONLY:

HOURS	% FTL
0.3	0.020
0.5	0.033
1.0	0.067
1.5	0.100
2.0	0.133
2.5	0.167
3.0	0.200
4.0	0.267
5.0	0.333
6.0	0.400
7.0	0.467
8.0	0.533
9.0	0.600
10.0	0.667
11.0	0.733
12.0	0.800
13.0	0.866
14.0	0.933
15.0	1.000

LABORATORY ONLY:

HOURS	% FTL
0.5	0.022
1.0	0.044
1.5	0.067
2.0	0.089
2.5	0.111
3.0	0.133
3.5	0.156
4.0	0.178
4.5	0.200
5.0	0.222
5.5	0.244
6.0	0.267
7.0	0.311
8.0	0.356
9.0	0.400

LABORATORY ONLY:

HOURS	% FTL
10.0	0.444
11.0	0.489
12.0	0.533
13.0	0.578
14.0	0.622
15.0	0.677
16.0	0.711
17.0	0.756
18.0	0.800
19.0	0.844
20.0	0.889
21.0	0.933
22.0	0.978
22.5	1.000

LECTURE/LABORATORY

HOURS	% FTL
0.5-0.5	0.056
0.5-1.0	0.078
0.5-1.5	0.100
0.5-2.0	0.122
0.5-2.5	0.144
0.5-3.0	0.167
0.5-3.5	0.189
0.5-4.0	0.211
0.5-4.5	0.233
0.5-5.0	0.256
0.5-5.5	0.278
0.5-6.0	0.300
1.0-.05	0.089
1.0-1.0	0.110
1.0-1.5	0.133
1.0-2.0	0.155
1.0-2.5	0.178
1.0-3.0	0.200
1.0-3.5	0.222
1.0-4.0	0.244
1.0-4.5	0.267
1.0-5.0	0.289
1.0-5.5	0.311
1.0-6.0	0.333
1.0-9.0	0.467

LECTURE/LABORATORY

HOURS	% FTL
1.5-0.5	0.122
1.5-1.0	0.144
1.5-1.5	0.167
1.5-2.0	0.189
1.5-2.5	0.211
1.5-3.0	0.233
1.5-3.5	0.256
1.5-4.0	0.278
1.5-4.5	0.300
1.5-5.0	0.322
1.5-5.5	0.344
1.5-6.0	0.367
2.0-0.5	0.156
2.0-1.0	0.178
2.0-1.5	0.200
2.0-2.0	0.222
2.0-2.5	0.244
2.0-3.0	0.267
2.0-3.5	0.289
2.0-4.0	0.311
2.0-4.5	0.333
2.0-5.0	0.356
2.0-5.5	0.378
2.0-6.0	0.400
2.0-9.0	0.533

LECTURE/LABORATORY

HOURS	% FTL
2.5-0.5	0.189
2.5-1.0	0.211
2.5-1.5	0.233
2.5-2.0	0.255
2.5-2.5	0.278
2.5-3.0	0.300
2.5-3.5	0.322
2.5-4.0	0.344
2.5-4.5	0.367
2.5-5.0	0.389
2.5-5.5	0.411
2.5-6.0	0.433
3.0-0.5	0.222
3.0-1.0	0.244
3.0-1.5	0.267
3.0-2.0	0.289
3.0-2.5	0.311
3.0-3.0	0.333
3.0-3.5	0.356
3.0-4.0	0.378
3.0-4.5	0.400
3.0-5.0	0.422
3.0-5.5	0.444
3.0-6.0	0.467
5.0-3.0	0.467

APPENDIX "B1"

FULL TIME CERTIFICATED EMPLOYEE SALARY SCHEDULE
1988-89 (approved 2/7/89, retroactive to 7/1/88)

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
STEP	BA	BA + 15	BA + 30	BA + 45	BA + 60 or MA
1	16,651	17,983	19,422	20,976	22,654
2	17,484	18,882	20,393	22,025	23,787
3	18,358	19,826	21,413	23,126	24,976
4	19,276	20,817	22,484	24,282	26,225
5	20,240	21,858	23,608	25,496	27,536
6	21,252	22,951	24,788	26,771	28,913
7			26,027	28,110	30,359
8			27,328	29,516	31,877
9				30,992	33,471
10				32,542	35,145
11					36,902
12					38,747

$500 Additional for Earned Doctorate

NOTE: THIS SALARY SCHEDULE INCLUDES A 5% INCREASE OVER THE 1987-88 SCHEDULE.

APPENDIX "B2"

FULL TIME CERTIFICATED EMPLOYEE SALARY SCHEDULE
1988-89 (approved 2/7/89, effective 2/1/89)

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
STEP	BA	BA + 15	BA + 30	BA + 45	BA + 60 or MA
1	16,651	17,983	19,422	20,976	22.654
2	17,484	18,882	20,393	22,025	23,787
3	18,358	19,826	21,413	23,126	24,976
4	19,276	20,817	22,484	24,282	26,225
5	20,240	21,858	23,608	25,496	27,536
6	21,252	22,951	24,788	26,771	28,913
7			26,027	28,110	30,359
8			27,328	29,516	31,877
9				30,992	33,471
10				32,542	35,145
11					36,902
12					38,747
*13					40,684

$500 Additional for Earned Doctorate

*In order to progress to the new step, incumbents of Class V, Step 12 must have been at that step on 6/30/88.

NOTE: THIS SALARY SCHEDULE INCLUDES A 5% INCREASE OVER THE 1988-89 SCHEDULE.

APPENDIX "B3"

FULL TIME CERTIFICATED EMPLOYEE SALARY SCHEDULE
1989-90 (Effective 7/1/89)

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
STEP	BA	BA + 15	BA + 30	BA + 45	BA + 60 or MA
1	17,484	18,883	20,394	22,026	23,788
2	18,358	19,827	21,414	23,127	24,977
3	19,276	20,818	22,485	24,283	26,226
4	20,240	21,859	23,609	25,497	27,537
5	21,252	22,952	24,789	26,772	28,914
6	22,315	24,100	26,028	28,111	30,360
7			27,329	29,517	31,878
8			28,695	30,993	33,472
9				32,543	35,146
10				34,170	36,903
11					38,748
12					40,684
13					42,719

$500 Additional for Earned Doctorate

NOTE: THIS SALARY SCHEDULE REFLECTS A 5% INCREASE OVER THE 1988-89 SCHEDULE. IT SHALL BECOME EFFECTIVE IF THE COLA FROM THE STATE IN 1989-90 IS LOWER THAN 5%.

APPENDIX "C"

DEFINITIONS

1. "The Act" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.

2. "Agreement" means the collective bargaining agreement between the Lassen Community College District and the Lassen College Federation of Teachers.

3. "Board" means the Board of Trustees of the Lassen Community College District, sometimes referred to as the District.

4. "Chair" means a Division chairperson.

5. "Class" means each offering of a Lassen College course in a given semester.

6. "College, The" means Lassen Community College District.

7. "Consultation" as used in this Agreement means participation in identifying and analyzing alternative solutions to problems for the purpose of influencing decision-making.

8. "Counselor" means a faculty member possessing a valid counseling credential who is assigned to student counseling and guidance duties for a least half of his or her load as defined in Article VII.

9. "Course" means any portion of the regular Lassen Community College District instructional program which is listed and described in the College catalog, or for which there is a District-approved course of study.

10. "Daily Rate" or "per diem" shall be that rate as computed in accordance with the provisions in Article IX of this Agreement.

11. "Day" except as specifically defined elsewhere in the Agreement (i.e., Article 12.2.3) the term "Day" shall mean the ordinary dictionary definition of the period of the earth's rotation on its axis ordinarily divided into twenty four (24) hours.

12. "District" means the Lassen Community College Board of Trustees and its administrative offices.

13. "Duty" days mean any day on which members of the unit are required to report to work.

14. "Emergency" as used in this Agreement means a sudden unexpected happening, or an unforeseen occurrence of condition, or a sudden or unexpected occasion for action.

15. "Employee" and/or "member" as used herein means any member of the bargaining unit.

16. "Exclusive Representative" means the Lassen College Federation of Teachers.

17. "Faculty Member" means a certificated employee of the Lassen Community College District who is a member of the certificated unit as defined in Article I of this Agreement.

18. "Full-time Equivalent (abbreviated as F.T.E.)" means any duties or combination of duties performed by a faculty member which equal a standard full-time teaching load as defined in Article VII of this Agreement.

19. "Full-time Faculty Member" means a certificated employee of the District who is paid according to the full-time annual salary schedule.

20. "Mutual Consent" means an instance of free and voluntary agreement between a faculty member and the District.

21. "President" means the chief administrative officer of the Lassen Community College District.

22. "Regular Academic Year" means the period of time from the beginning of the fall semester to the end of the spring semester.

23. "Regular Assignment" means a faculty member's standard full teaching load as defined in Article VII of this Agreement.

24. "School Year" refers to the yearly period from July 1 to June 30.

25. "Superintendent" shall mean the "Superintendent of Lassen Community College District or the Superintendent's designee.

26. "Teaching" means the professional activity of any faculty member covered by this Agreement, including but not limited to instruction, counseling, and library duties.

27. "Unit" as used herein means the bargaining unit under this Agreement.

28. The "Work Week" unless otherwise specifically defined shall be the hours of employment as provided by Article VII of this Agreement.

Other definitions applicable to a specific article are included in the appropriate article.

ERIC Clearinghouse for Junior Colleges
DEC 20 1991